

ATTENTION !!!

ALL POTENTIAL OFFERORS SHOULD BE AWARE OF THE FOLLOWING:

ANY PROPOSAL RECEIVED AFTER THE EXACT TIME SPECIFIED FOR RECEIPT WILL NOT BE CONSIDERED (EXCEPT SEE FEDERAL ACQUISITION REGULATION (FAR) 52.215-1(c)(3).)

OFFERORS MAY, AT THEIR OPTION, HAND DELIVER PROPOSALS THROUGH EITHER THE FRONT OR BACK DOOR OF THE ADDRESS LISTED IN BLOCK 8 OF THE SF 33 ON PAGE 1 OF THIS RFP.

ANY PROPOSALS HANDCARRIED BY OFFERORS MUST BE RECEIVED BY (IN THE HANDS OF) DSWA ACQUISITION MANAGEMENT (AM) PERSONNEL BY THE DATE AND TIME SPECIFIED IN BLOCK 9 OF THE SF 33 ON PAGE 1 OF THIS RFP.

IF HANDCARRYING PROPOSALS, OFFERORS, UPON ENTERING THE BUILDING, SHOULD CALL THE PHONE NUMBER IN BLOCK 10 OF THE SF 33 AND REQUEST THAT AN AM PERSON PROMPTLY PICK UP THE PACKAGE. A TELEPHONE IS CENTRALLY LOCATED FOR USE BY PERSONS DELIVERING PACKAGES AT EITHER DOOR.

OFFERS SHOULD SHOW THE TIME SPECIFIED FOR RECEIPT, THE SOLICITATION NUMBER, AND THE NAME AND ADDRESS OF THE OFFEROR ON THE PACKAGE.

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

ITEM NUMBER	SUPPLIES OR SERVICES	ESTIMATED COST	TOTAL EST	
			<u>FIXED FEE</u>	<u>COST PLUS FIXED FEE</u>
0001	The Contractor shall perform the work in accordance with SECTION C	*	*	*
0002	Reports in accordance with Contract Data Requirements List DD Form 1423, Exhibit A	1	lot	Not Separately Priced

Subject to the Clause entitled **LIMITATION OF FUNDS**, the amount of \$ * is obligated for work to be performed during the period beginning with contract award and continuing through * . Additional incremental funding planned, but not obligated, is:

FY99 \$ *
FY00 \$ *
FY01 \$ *

1. Prices/Cost

a. Subject to the provisions of the Clauses of this Contract entitled **LIMITATION OF FUNDS**, **ALLOWABLE COST AND PAYMENT**, and **FIXED FEE**, the total allowable cost under this Contract shall not exceed \$ * , which is the total estimated cost of the Contractor's performance hereunder, exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of \$ * for the performance of this Contract. It is understood and agreed that the Government's obligation is limited to **INCREMENTAL FUNDING** in the amount of \$ * . Within this amount (\$ *), the fixed fee shall bear the same relationship to the total fixed fee, as the costs incurred bear to the total estimated cost.

b. Interim payment vouchers may be submitted for provisional payment pursuant to the Clauses of this Contract entitled **ALLOWABLE COST AND PAYMENT** and **FIXED FEE**.

2. Accrual of Fixed Fee

Subject to the provisions of the Clause of this Contract entitled **FIXED FEE**, the fixed fee provided for in this Contract, as from time-to-time amended, shall accrue on each approved interim payment voucher in the same proportion to the total fixed fee that the approved voucher costs bear to the total estimated costs set forth in the Contract; provided, however, that any balance of the fixed fee remaining after completion of the work required under said Contract shall be deemed to accrue forthwith and be paid in accordance with the terms of the Contract.

*To be determined upon negotiations

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. Statement of Work dated 98JAN21, referred to herein as Attachment No. 1
2. Contract Data Requirements List (DD form 1423) dated 98MAR04, referred to herein as Exhibit A.

SECTION D - PACKAGING AND MARKING

All deliverable contract items shall be packaged in accordance with established commercial practices.

SECTION E - INSPECTION AND ACCEPTANCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by Reference:

	<u>FAR Clause Number</u>	<u>Clause Title</u>	<u>Date</u>
<u>*</u>	52.246-8	Inspection Of Research & Development - Cost-Reimbursement	(Apr 1984)
<u>*</u>	52.246-8	Inspection Of Research & Development - Cost-Reimbursement (Alternate I)	(Apr 1984)
<u> </u>	52.246-9	Inspection Of Research & Development - Short Form	(Apr 1984)

Final inspection and acceptance of all contractual items listed herein and in the Contract Data Requirements List (DD Form 1423) shall be made by the Contracting Officer's Technical Representative (COTR) at destination.

SECTION F - DELIVERIES OR PERFORMANCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by Reference:

	<u>FAR Clause Number</u>	<u>Clause Title</u>	<u>Date</u>
<u>X</u>	52.242-15	Stop Work Order - (Aug 1989) - Alternate I	(Apr 1984)

1. The term of this Contract shall extend from the effective date of contract award through Thirty-seven (37) Months After Contract Award (MAC).
2. The Technical Data to be provided are set forth in the Contract Data Requirements List (DD Form 1423), Exhibit A to this Contract.

*To be determined upon negotiations

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION

1. Voucher Submission

*** Submit vouchers (Standard Form 1034) in five (5) copies to the Defense Finance and Accounting Service (DFAS) address listed in block 12 of Standard Form 26, face page of the contract, through your cognizant Defense Contract Audit Agency. At the time of submission of vouchers through DCAA, also forward a separate information copy of all vouchers directly to the designated Contracting Officer's Technical Representative (COTR).**

*** Submit vouchers (Standard Form 1034) in five (5) copies to the Defense Finance and Accounting Service (DFAS) address listed in block 12 of Standard Form 26, face page of the contract. At the time of submission of vouchers, also forward a separate information copy of all vouchers directly to the designated Contracting Officer's Technical Representative (COTR).**

2. Contractor Payments. Payments will be made to the following address:

CONTRACTOR TO COMPLETE

***To be determined upon negotiations**

PART I - THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. Sources of Information

a. The results of the research to be delivered to the Government under this Contract shall embody the most recent reliable information in the field which is available to the Contractor from private and governmental sources, and the Contractor agrees to utilize all sources of such information available to it. In this connection, information in this field which is in the control of DSWA shall, with the consent of the COTR and under such safeguards and procedures as he/she may prescribe, be made available to the Contractor on request. Additionally, the Contractor is encouraged to make use of the resources available through the DoD Nuclear Information Analysis Center (DASIAC), 1680 Texas Street, Southeast, Kirtland AFB, New Mexico 87117.

b. Reasonable assistance in obtaining access to information, or in obtaining permission to use Government or private facilities, will be given to the Contractor by DSWA. Specifically, the Contractor must register with the Defense Technical Information Center, ATTN: DTIC, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22066, in accordance with DLAR 4185.10, Certification and Registration for Access to DoD Defense Technical Information. DD Form 1540, the registration form, shall be forwarded to the DSWA Contracting Officer for approval. (Ref. DoD/FAR Sup. 35.010(b).)

2. Consultants

Services of consultants shall be at rates and for periods approved in advance by the Contracting Officer. Requests for approval shall be submitted to the Contracting Officer sufficiently in advance of the need to use a consultant under this Contract. The request shall include (a) a copy of the proposed consultant agreement, (b) a brief biography of the consultant, and (c) an indication of the area(s) in which consultant's expertise will be utilized and why it is essential for contract performance. In addition, significant deviations from the dollar amount approved for consultant services, or changes in the consultants to be utilized, must likewise be approved in advance upon submission of adequate justification.

3. Travel

a. Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at training courses, seminars, and other meetings not directly related to contract performance.

b. All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least 45 days in advance of the traveler's anticipated departure date and shall include the traveler's itinerary on United States Flag Air Carriers.

4. Acquisition and Disposition of Government Property

a. Part 45 of the Federal Acquisition Regulation (FAR) requires contractors performing Government contracts to provide all property necessary to perform the contracts, unless otherwise exempted.

PART I - THE SCHEDULE
SECTION H - Continued

b. Property (see FAR 45.101) of any kind, unless incorporated in a physical end item to be delivered, shall not be acquired for the Government's account under the contract unless the Contracting Officer has provided prior written approval, or unless the property is specifically identified in the contract. The contractor will not be reimbursed for such unauthorized purchases, either directly or indirectly, and the parties agree that costs associated with such unauthorized purchases are specifically unallowable.

(1) Prior to acquiring Industrial Plant Equipment (IPE) (245.301 of DoD FAR Supplement), existing Government equipment shall be screened pursuant to Part 245.302-1(b)(1)(A) of the DoD FAR Supplement.

(2) Prior to acquiring Information Technology Equipment, existing Government equipment will be screened pursuant to Part 245.302-1(b)(1)(B) of the DoD FAR Supplement and DoD 7950.1-M, Defense Automation Resources Management Manual.

c. Government property that is no longer needed for this contract shall be listed by the contractor on appropriate inventory schedules (FAR 45.606). The contractor shall forward the inventory schedules to the cognizant Plant Clearance Officer at the Defense Contract Management Command (DCMC) contract administration office for processing. The type and sequence of screening depends on the nature of the property involved as specified in FAR Table 45-1. Property determined by the Plant Clearance Officer to be subject to agency screening or special item screening requirements of FAR 45.608-3 and 45.608-5 shall be screened by the Plant Clearance Officer who shall route their request to Headquarters, Defense Special Weapons Agency, ATTN: LEL. (Note: Address to ATTN: ISI for Information Technology requests.) The time periods imposed by FAR Part 45 for this agency screening or for special item screening shall be adhered to in all cases. Upon completion of all required screening, the Plant Clearance Officer will provide instructions for all remaining property.

d. The term "Low Value Property" cited in paragraph (g)(5) of FAR Clause 52.245-5, Government Property (Cost Reimbursement, Time & Materials or Labor Hour Contracts)(Deviation) and incorporated into SECTION I of this contract by reference, is defined as Government property in the classes of special tooling, special test equipment, and plant equipment with an acquisition cost of \$1,500.00 or less. It does not include agency-peculiar property, material, real property, and sensitive property. The term "sensitive property" means Government property for which the theft, loss, or misplacement could be potentially dangerous to the public health or safety, or which must be subject to exceptional physical security, protection, control, maintenance or accountability, including but not limited to, hazardous property, precious metals, arms, ammunition, and explosives and classified property.

PART I - THE SCHEDULE
SECTION H - Continued

5. Government Furnished Property/Facilities and Services

In accordance with the Clause(s) of the General Provisions numbered "52.245-5," the following property, facilities, and/or services shall be provided for use in the performance of this Contract. Disposition shall be provided at contract completion as necessary.

<u>Qty</u>	<u>Property Nomenclature</u>	<u>I.D. No.</u>
	Protective Structures Automated Design System (PSADS) version 1.0	
	Protective Structures Automated Design System (PSADS) Software Users Manual	
	Protective Structures Automated Design System (PSADS) Software Developers Manual	

<u>Qty</u>	<u>Facilities/Services Computer (at Los Alamos Nat'l Labs (LANL))</u>	<u>I.D. No.</u>
	N/A	

6. Key Personnel

The personnel listed below are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. No deviation shall be made by the Contractor without the prior written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing the change, such ratification shall constitute the consent of the Contracting Officer required by this paragraph. The personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

PART I - THE SCHEDULE
SECTION H - Continued

7. Fast Track Procurement

a. This procurement has been identified as a DSWA FAST TRACK. The Agency intends that your signed response to this Solicitation, as may later be amended by you if a revision to your offer is requested, will form the total basis for award and that no further signature by the offeror will be requested or required. Responses to "fill-ins" in the Solicitation become a part of the contract under the FAST TRACK procedures and are releasable under the Freedom of Information Act, e.g., price and fee, address for payment, key personnel.

b. The technical proposal, although not incorporated in this Contract, was a material element in your selection for award to the extent it is consistent with the Statement of Work and other terms of the resulting contract.

8. Incorporation of SECTION K By Reference.

Pursuant to Federal Acquisition Regulation (FAR) 15.204-1(b), SECTION K of the solicitation is hereby incorporated by reference.

9. Contractor Performance Evaluation.

a. As required by FAR 42.1502, the Government shall conduct one or more evaluations of the contractor's performance under this contract. The criteria and rating levels used for each of these evaluations are set forth in Section J, Attachment 3 to the Contract Schedule, "CONTRACTOR PERFORMANCE EVALUATION FORM."

b. These performance evaluations shall occur as a part of this contract as designated below:

 X A Final Evaluation at the end of the contract period of performance.

 Interim Evaluation(s) according to the following schedule:

 At the request of the Government, a verbal, informal review of the contractor's performance may be held 3-6 months before the completion of the Interim or Final Evaluation. This review entails discussing any problems or areas of concern regarding the contractor's performance to date. No written evaluation form or other formal documentation is required for this evaluation. It may be conducted with the contractor by telephone, teleconference or face-to-face. This is designed to offer the Contractor an opportunity to correct known deficiencies or weaknesses prior to the formal written evaluation.

c. As set forth in FAR 42.1503(b), any disagreements regarding the performance evaluation(s) that cannot be resolved by the parties shall be reviewed by the Director, Acquisition Management, DSWA, prior to inclusion in the contract record.

**PART II - CONTRACT CLAUSES
SECTION I**

**COST REIMBURSEMENT
February 1998**

NOTICE: As set forth in Clause I.1, the following contract clauses pertinent to this section are hereby incorporated by reference. In keeping with the DSWA Acquisition Management Streamlining Initiative and users requests to reduce the bulk of solicitation and contract documents, the Federal Acquisition Regulation (FAR) and the Department of Defense Supplement to the FAR (DFARS) clauses are referenced in this document to the maximum possible extent.

The complete text of any or all of the FAR and DFARS clauses and provisions referenced anywhere in this document are available electronically from the following World Wide Web (WWW) Home Pages.. The referenced clauses and provisions are those in effect through Federal Acquisition Circular (FAC) 97-3 and Defense Acquisition Circular (DAC) 91-12. If these WWW Home Pages are not accessible, a complete text of clauses or provisions referenced in this document should be obtained from the Contracting Officer. In the event of a conflict between the electronic versions of the FAR or DFARS and the looseleaf version, the looseleaf version takes precedence.

<u>DOCUMENT</u>	<u>ACTIVITY</u>	<u>WWW HOME PAGE ADDRESS</u>
FAR	General Services Administration and Acquisition Reform Network	http://www.arnet.gov/far/
DFARS	Defense Technical Information Center (DTIC)	http://www.dtic.mil/dfars/

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by Reference:

<u>FAR Clause Number</u>	<u>Clause Title</u>	<u>Date</u>
<u>X</u> 52.202-1	Definitions	(Oct 1995)
<u>X</u> 52.203-3	Gratuities	(Apr 1984)
<u>X</u> 52.203-5	Covenant Against Contingent Fees	(Apr 1984)
<u>X</u> 52.203-6	Restrictions On Subcontractor Sales To The Government	(Jul 1995)
<u>X</u> 52.203-7	Anti-Kickback Procedures	(Jul 1995)
<u>X</u> 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(Jan 1997)
<u>X</u> 52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	(Jan 1997)
<u>X</u> 52.203-12	Limitation On Payments To Influence Certain Federal Transactions	(Jun 1997)
<u>X</u> 52.204-1	Approval Of Contract In the blank, insert the words "Head of Contract Activity."	(Dec 1989)

PART II - CONTRACT CLAUSES
SECTION I - Continued

	<u>FAR Clause Number</u>	<u>Clause Title</u>	<u>Date</u>
<u> </u>	52.204-2	Security Requirements	(Aug 1996)
<u> </u>	52.204-2	Security Requirements - Alternate I	(Apr 1984)
<u> X </u>	52.204-4	Printing/Copying Double-Sided On Recycled Paper	(Jun 1996)
<u> </u>	52.207-5	Option To Purchase Equipment	(Feb 1995)
<u> </u>	52.208-8	Helium Requirement Forecast & Required Sources for Helium	(Jun 1997)
<u> X </u>	52.209-6	Protecting The Governments Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment	(Jul 1995)
<u> </u>	52.211-5	Material Requirements	(Oct 1997)
<u> X </u>	52.211-15	Defense Priority & Allocation Requirements	(Sep 1990)
<u> X </u>	52.215-2	Audit And Records - Negotiation	(Aug 1996)
<u> </u>	52.215-2	Audit And Records - Negotiation - Alternate II	(Jan 1997)
<u> X </u>	52.215-8	Order Of Precedence - Uniform Contract Format	(Oct 1997)
<u> </u>	52.215-9	Changes Or Additions To Make-Or-Buy Program	(Oct 1997)
<u> X </u>	52.215-10	Price Reduction For Defective Cost Or Pricing Data	(Oct 1997)
<u> X </u>	52.215-12	Subcontractor Cost Or Pricing Data	(Oct 1997)
<u> </u>	52.215-14	Integrity Of Unit Prices	(Oct 1997)
<u> </u>	52.215-14	Integrity Of Unit Prices - Alternate I	(Oct 1997)
<u> </u>	52.215-15	Termination Of Defined Benefit/Pension Plans	(Oct 1997)
<u> * </u>	52.215-16	Facilities Capital Cost Of Money	(Oct 1997)
<u> * </u>	52.215-17	Waiver Of Facilities Capital Cost Of Money	(Oct 1997)
<u> </u>	52.215-18	Reversion Or Adjustment Of Plans For Post Retirement Benefits (PRB) Other Than Pension	(Oct 1997)
<u> </u>	52.215-19	Notification Of Ownership Changes	(Oct 1997)
<u> X </u>	52.215.21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications	(Oct 1997)
<u> </u>	52.215.21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications - Alternate I	(Oct 1997)
At the end of paragraph (b)(1) insert the following: "Cost and Pricing Data shall be submitted in the format set forth in Attachment ____ to the solicitation."			
<u> </u>	52.215.21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications - Alternate II	(Oct 1997)
<u> </u>	52.215.21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications - Alternate III	(Oct 1997)
At the end of paragraph (c) insert the following list of electronic media:			
“ _____ ”			

*To be determined upon negotiations

PART II - CONTRACT CLAUSES
SECTION I - Continued

	<u>FAR Clause Number</u>	<u>Clause Title</u>	<u>Date</u>
___	52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications - Alternate IV	(Oct 1997)
	At the end of paragraph (b) insert the following: "Information and access to records necessary for the Government to adequately establish Price Reasonableness or Cost Realism shall be submitted with supporting attachments prepared in accordance with the instructions specified in Table 15-2 of FAR 15.408 and in the offeror's own format."		
<u>X</u>	52.216-7	Allowable Cost And Payment	(Feb 1998)
<u>X</u>	52.216-8	Fixed Fee	(Mar 1997)
___	52.216-11	Cost Contract - No Fee	(Apr 1984)
___	52.216-11	Cost Contract - No Fee - Alternate I	(Apr 1984)
___	52.216-12	Cost-Sharing Contract - No Fee	(Apr 1984)
___	52.216-12	Cost-Sharing Contract - No Fee - Alternate I	(Apr 1984)
___	52.216-15	Predetermined Indirect Cost Rates	(Feb 1998)
___	52.216-23	Execution And Commencement Of Work	(Apr 1984)
___	52.216-24	Limitation Of Government Liability	(Apr 1984)
___	52.216-25	Contract Definitization	(Oct 1997)
___	52.216-26	Payments Of Allowable Costs Before Definitization	(Apr 1984)
___	52.217-9	Option To Extend The Term Of The Contract	(Mar 1989)
	In the blank in paragraph (a), insert the words "at any time prior to contract expiration." In the blank in paragraph (c), insert the words "___ months/years."		
___	52.219-6	Notice Of Total Small Business Set-Aside	(Jul 1996)
<u>X</u>	52.219-8	Utilization Of Small, Small Disadvantaged and Women-Owned Small Business Concerns	(Jun 1997)
<u>*</u>	52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Aug 1996) Alternate II	(Mar 1996)
___	52.219-14	Limitations On Subcontracting	(Dec 1996)
___	52.219-16	Liquidated Damages - Subcontracting Plan	(Oct 1995)
___	52.222-1	Notice To The Government Of Labor Disputes	(Feb 1997)
<u>X</u>	52.222-2	Payment For Overtime Premiums	(Jul 1990)
	The amount to be inserted in the blank in paragraph (a) is understood and agreed to be "ZERO."		
<u>X</u>	52.222-3	Convict Labor	(Aug 1996)
___	52.222-4	Contract Work Hours & Safety Standards Act - Overtime Compensation	(Jul 1995)
___	52.222-20	Walsh-Healey Public Contracts Act	(Dec 1996)
<u>X</u>	52.222-26	Equal Opportunity	(Apr 1984)
___	52.222-28	Equal Opportunity Preaward Clearance Of Subcontracts	(Apr 1984)
___	52.222-29	Notification Of Visa Denial	(Apr 1984)

*To be determined upon negotiations

PART II - CONTRACT CLAUSES
SECTION I - Continued

	<u>FAR Clause Number</u>	<u>Clause Title</u>	<u>Date</u>
<u>X</u>	52.222-35	Affirmative Action For Special Disabled & Vietnam Era Veterans	(Apr 1984)
<u>X</u>	52.222-36	Affirmative Action For Handicapped Workers	(Apr 1984)
<u>X</u>	52.222-37	Employment Reports On Special Disabled Veterans & Veterans Of The Vietnam Era	(Jan 1988)
<u> </u>	52.222-41	Service Contract Act Of 1965, As Amended	(May 1989)
<u> </u>	52.222-42	Statement Of Equivalent Rates For Federal Hires	(May 1989)
<u> </u>	52.222-44	Fair Labor Standards Act And Service Contract Act - Price Adjustment	(May 1989)
<u> </u>	52.222-47	Service Contract Act (SEA) Minimum Wages And Fringe Benefits	(May 1989)
<u> </u>	52.222-49	Service Contract Act- Place Of Performance Unknown	(May 1989)
<u>X</u>	52.223-2	Clean Air And Water	(Apr 1984)
<u> </u>	52.223-3	Hazardous Material Identification & Material Safety Data	(Jan1997)
<u> </u>	52.223-5	Pollution Prevention and Right-to-Know Information	(Mar 1997)
<u>X</u>	52.223-6	Drug-Free Workplace	(Jan 1997)
<u> </u>	52.223-7	Notice Of Radioactive Materials	(Jan 1997)
<u> </u>	In The Blank In Paragraph (a), Insert “_____ Days.”		
<u>X</u>	52.223-14	Toxic Chemical Release Reporting	(Oct 1996)
<u> </u>	52.224-1	Privacy Act Notification	(Apr 1984)
<u> </u>	52.224-2	Privacy Act	(Apr 1984)
<u> </u>	52.225-10	Duty-Free Entry	(Apr 1984)
<u> </u>	52.225-19	European Union Sanction for Services	(Jan 1996)
<u>X</u>	52.225-11	Restrictions On Certain Foreign Purchases	(Oct 1996)
<u>X</u>	52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	(Sep 1996)
<u>X</u>	52.227-1	Authorization And Consent	(Jul 1995)
<u>X</u>	52.227-1	Authorization And Consent - Alternate I	(Apr 1984)
<u>X</u>	52.227-2	Notice & Assistance Regarding Patent & Copy-Right Infringement	(Aug 1996)
<u>X</u>	52.227-10	Filing Of Patent Applications-Classified Subject Matter	(Apr 1984)
<u>*</u>	52.227-11	Patent Rights - Retention By The Contractor (Short Form)	(Jun 1997)
<u>*</u>	52.227-12	Patent Rights - Retention By The Contractor (Long Form)	(Jan 1997)
<u> </u>	52.227-16	Additional Data Requirements	(Jun 1989)
<u>X</u>	52.228-7	Insurance - Liability To Third Persons	(Mar 1996)
<u> </u>	52.229-8	Taxes - Foreign Cost-Reimbursement Contracts	(Mar 1990)
<u>*</u>	52.229-10	State Of New Mexico Gross Receipts & Compensating Tax	(Oct 1988)
In the Blank in Paragraph (c), and in each of the Three Blanks in Paragraph (g), Insert the Words “Defense Special Weapons Agency.”			

*To be determined upon negotiations

PART II - CONTRACT CLAUSES

SECTION I - Continued

FAR Clause			
	<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
<u>*</u>	52.230-2	Cost Accounting Standards	(Apr 1996)
<u>*</u>	52.230-3	Disclosure & Consistency Of Cost Accounting Practices	(Apr 1996)
<u>*</u>	52.230-5	Cost Accounting Standards - Educational Institution	(Apr 1996)
<u>X</u>	52.230-6	Administration Of Cost Accounting Standards	(Apr 1996)
<u>X</u>	52.232-9	Limitation On Withholding Of Payments	(Apr 1984)
<u>X</u>	52.232-17	Interest	(Jun 1996)
<u>—</u>	52.232-18	Availability Of Funds	(Apr 1984)
<u>—</u>	52.232-20	Limitation Of Cost	(Apr 1984)
<u>X</u>	52.232-22	Limitation Of Funds	(Apr 1984)
<u>X</u>	52.232-23	Assignment Of Claims - (Jan 1986) Alternate I	(Apr 1984)
<u>X</u>	52.232-25	Prompt Payment	(Jun 1997)
<u>X</u>	52.232-33	Mandatory Information for Electronic Funds Transfer Payment	(Aug 1996)
<u>X</u>	52.232-34	Optional Information for Electronic Funds Transfer Payment	(Aug 1996)
<u>X</u>	52.233-1	Disputes	(Oct 1995)
<u>—</u>	52.233-1	Disputes - Alternate I	(Dec 1991)
<u>X</u>	52.233-3	Protest After Award (Aug 1996) Alternate I	(Jun 1985)
<u>—</u>	52.237-2	Protection Of Govt. Buildings, Equipment, And Vegetation	(Apr 1984)
<u>—</u>	52.237-3	Continuity Of Services	(Jan 1991)
<u>X</u>	52.242-1	Notice Of Intent To Disallow Costs	(Apr 1984)
<u>X</u>	52.242-3	Penalties For Unallowable Costs	(Oct 1995)
<u>X</u>	52.242-4	Certification Of Final Indirect Costs	(Jan 1997)
<u>—</u>	52.242-12	Report Of Shipment (REPSHIP)	(Jul 1995)
<u>X</u>	52.242-13	Bankruptcy	(Jul 1995)
<u>X</u>	52.243-2	Changes - Cost-Reimbursement	(Aug 1987)
<u>X</u>	52.243-2	Changes - Cost-Reimbursement-Alternate V	(Apr 1984)
<u>—</u>	52.243-6	Change Order Accounting	(Apr 1984)
<u>—</u>	52.243-7	Notification Of Changes	(Apr 1984)
<u>X</u>	52.244-2	Subcontracts (Cost-Reimbursement & Letter Contracts) (Oct 1997) - Alternate I	(Aug 1996)
<u>X</u>	52.244-5	Competition In Subcontracting	(Dec 1996)
<u>X</u>	52.244-6	Subcontracts for Commercial Items and Commercial Components	(Oct 1995)
<u>—</u>	52.245-1	Property Records	(Apr 1984)
<u>*</u>	52.245-5	Government Property (Cost-Reimbursement, Time & Material Or Labor-Hour Contracts)(Deviation)	(Jul 1995)

Paragraph (g)(5) is replaced by the following: “(5) The contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of -- (i) the loss, destroyed or damaged Government property, (ii) the time and origin of the loss, destruction or damage, (iii) all known interests in commingled property of which the Government property is a part, and (iv) the insurance, if any, covering any part of or interest in such commingled property.”

*To be determined upon negotiations

PART II - CONTRACT CLAUSES
SECTION I - Continued

	<u>FAR Clause Number</u>	<u>Clause Title</u>	<u>Date</u>
<u>*</u>	52.245-5	Government Property (Cost-Reimbursement, Time & Material Or Labor-Hour Contracts) - Alternate I	(Jul 1985)
<u> </u>	52.245-18	Special Test Equipment	(Feb 1993)
<u> </u>	52.245-19	Government Property Furnished "As Is"	(Apr 1984)
<u>X</u>	52.246-23	Limitation Of Liability	(Feb 1997)
<u> </u>	52.246-24	Limitation Of Liability - High Value Items	(Feb 1997)
<u> </u>	52.246-24	Limitation Of Liability - High Value Items - Alternate I	(Apr 1984)
<u> </u>	52.246-25	Limitation Of Liability - Services	(Feb 1997)
<u> </u>	52.247-1	Commercial Bill Of Lading Notations	(Apr 1984)
<u> </u>	52.247-63	Preference For US Flag Air Carriers	(Jan 1997)
<u> </u>	52.247-67	Submission Of Commercial Transaction Bills To The General Services Administration For Audit	(Jun 1997)
<u>*</u>	52.249-5	Termination For The Convenience Of The Govt (Educational & Other Non-Profit Institutions)	(Sep 1996)
<u>*</u>	52.249-6	Termination (Cost-Reimbursement)	(Sep 1996)
<u>X</u>	52.249-14	Excusable Delays	(Apr 1984)
<u> </u>	52.250-1	Indemnification Under Public Law 85-804	(Apr 1984)
<u> </u>	52.250-1	Indemnification Under Public Law 85-804 - Alternate I	(Apr 1984)
<u>X</u>	52.251-1	Government Supply Sources	(Apr 1984)
<u> </u>	52.251-2	Interagency Fleet Management Systems (IFMS) Vehicles And Related Services	(Jan 1991)
<u> </u>	52.252-6	Authorized Deviation In Clauses	(Apr 1984)
<u> </u>	In Paragraph (B), Insert The Words "Department Of Defense Federal Acquisition Regulation Supplement" And "48 CFR Chapter 2" In The Blanks.		
<u> </u>	52.253-1	Computer Generated Forms	(Jan 1991)

DoD FAR SUPPLEMENT CLAUSES

	<u>DOD FAR Sup Clause</u>	<u>Clause Title</u>	<u>Date</u>
<u>X</u>	252.201-7000	Contracting Officer's Representative	(Dec 1991)
<u>X</u>	252.203-7001	Special Prohibition On Employment	(Jun 1997)
<u> </u>	252.203-7002	Display Of DoD Hotline Poster	(Dec 1991)
<u>X</u>	252.204-7000	Disclosure Of Information	(Dec 1991)
<u>X</u>	252.204-7003	Control Of Government Personnel Work Product	(Apr 1992)
<u> </u>	252.205-7000	Provision Of Information To Cooperative Agreement Holders	(Dec 1991)
<u> </u>	252.208-7000	Intent To Furnish Precious Metals As Government-Furnished Material	(Dec 1991)
<u> </u>	252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty	(Nov 1995)

*To be determined upon negotiations

PART II - CONTRACT CLAUSES
SECTION I - Continued

	<u>DOD FAR</u> <u>Sup Clause</u>	<u>Clause Title</u>	<u>Date</u>
		252.209-7005 Military Recruiting on Campus	(Feb 1996)
<u>X</u>		252.215-7000 Pricing Adjustments	(Dec 1991)
<u>X</u>		252.215-7002 Cost Estimating System Requirements	(Dec 1991)
		252.219-7001 Notice Of Partial Small Business Set-Aside	(May 1995)
		w/Preferential Consideration For Small Disadvantaged Business Concerns	
		252.219-7001 Notice Of Partial Small Business Set-Aside	(May 1994)
		w/Preferential Consideration For Small Disadvantaged Business Concerns - Alternate I	
		252.219-7002 Notice Of Small Disadvantaged Business Set-Aside	(May 1995)
		252.219-7002 Notice Of Small Disadvantaged Business Set-Aside - Alternate I	(May 1994)
*		252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)	(Apr 1996)
		252.219-7005 Incentive For Subcontracting With Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges And Universities, And Minority Institutions	(Nov 1995)
		252.219-7006 Notice Of Evaluation Preference For Small Disadvantaged Business Concerns	(Jun 1997)
		252.219-7006 Notice Of Evaluation Preference For Small Disadvantaged Business Concerns - Alternate I	(Jun 1997)
		252.223-7001 Hazard Warning Labels	(Dec 1991)
		252.223-7002 Safety Precautions For Ammunition And Explosives	(May 1994)
		252.223-7003 Change In Place Of Performance - Ammunition And Explosives	(Dec 1991)
<u>X</u>		252.223-7004 Drug-Free Work Force	(Sep 1988)
		252.223-7005 Hazardous Waste Liability	(Oct 1992)
		252.223-7006 Prohibition On Storage & Disposal Of Toxic & Hazardous Materials	(Apr 1993)
		252.223-7006 Prohibition On Storage & Disposal Of Toxic & Hazardous Materials - Alternate I	(Nov 1995)
		252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	(Jan 1996)
<u>X</u>		252.225-7001 Buy America Act & Balance Of Payments Program	(Jan 1994)
<u>X</u>		252.225-7002 Qualifying Country Sources As Subcontractors	(Dec 1991)
		252.225-7005 Identification Of Expenditures In The United States	(Dec 1991)
		252.225-7008 Supplies To Be Accorded Duty-Free Entry	(Dec 1991)
		252.225-7009 Duty-Free Entry - Qualifying Country End Products And Supplies	(Jan 1997)
		252.225-7010 Duty-Free Entry - Additional Provisions	(Jan 1997)
<u>X</u>		252.225-7012 Preference For Certain Domestic Commodities	(Feb 1997)
		252.225-7014 Preference For Domestic Specialty Metals	(Feb 1997)
		Paragraph (c)(4) now reads as follows: “(c)(4) The specialty metal is purchased by a subcontractor at any tier.”	

*To be determined upon negotiations

PART II - CONTRACT CLAUSES
SECTION I - Continued

	<u>DOD FAR</u>		
	<u>Sup Clause</u>	<u>Clause Title</u>	<u>Date</u>
<u> </u>	252.225-7015	Preference For Domestic Hand Or Measuring Tools	(Dec 1991)
<u> </u>	252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	(Jun 1997)
<u> </u>	252.225-7025	Restriction of Acquisition of Forgings	(Jun 1997)
<u> </u>	252.225-7026	Reporting Of Contract Performance Outside The United States	(Nov 1995)
<u> </u>	252.225-7030	Restriction On Acquisition Of Carbon, Alloy, and Armor Steel Plate	(Oct 1992)
<u> X </u>	252.225-7031	Secondary Arab Boycott Of Israel	(Jun 1992)
<u> X </u>	252.225-7036	North American Free Trade Agreement Implementation Act	(Jan 1994)
<u> X </u>	252.225-7037	Duty Free Entry--NAFTA Country End-Products and Supplies	(Jan 1997)
<u> </u>	252.226-7000	Notice Of Historically Black College Or University & Minority Institution Set-Aside	(Apr 1994)
<u> X </u>	252.227-7013	Rights In Technical Data - Noncommercial Items	(Nov 1995)
<u> </u>	252.227-7013	Rights In Technical Data - Noncommercial Items - Alternate I	(Jun 1995)
<u> </u>	252.227-7014	Rights In Noncommercial Computer Software - & Noncommercial Computer Software Documentation	(Jun 1995)
<u> </u>	252.227-7014	Rights In Noncommercial Computer Software - & Noncommercial Computer Software Documentation - Alternate I	(Jun 1995)
<u> </u>	252.227-7016	Rights In Bid Or Proposal Information	(Jun 1995)
<u> </u>	252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions	(Jun 1995)
<u> </u>	252.227-7018	Rights In Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program	(Jun 1995)
<u> </u>	252.227-7018	Rights In Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program - Alternate I	(Jun 1995)
<u> </u>	252.227-7019	Validation Of Asserted Restrictions - Computer Software	(Jun 1995)
<u> </u>	252.227-7020	Rights In Special Works	(Jun 1995)
<u> </u>	252.227-7025	Limitations On The Use And Disclosure Of Govt Furnished Information Marked With Restricted Legends	(Jun 1995)
<u> </u>	252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	(Apr 1988)
<u> </u>	252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	(Apr 1988)
<u> X </u>	252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	(Jun 1995)
<u> </u>	252.227-7030	Technical Data - Withholding Of Payment	(Oct 1988)
<u> </u>	252.227-7034	Patents-Subcontracts	(Apr 1984)
<u> X </u>	252.227-7036	Declaration of Technical Data Conformity	(Jan 1997)
<u> X </u>	252.227-7037	Validation Of Restrictive Markings On Technical Data	(Nov 1995)

PART II - CONTRACT CLAUSES
SECTION I - Continued

<u>DOD FAR</u>	<u>Sup Clause</u>	<u>Clause Title</u>	<u>Date</u>
<u>X</u>	252.227-7039	Patents-Reporting Of Subject Inventions	(Apr 1990)
<u>—</u>	252.228-7002	Aircraft Flight Risk	(Sep 1996)
<u>—</u>	252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	(Dec 1991)
<u>X</u>	252.231-7000	Supplemental Cost Principles	(Dec 1991)
<u>—</u>	252.232-7000	Advance Payment Pool	(Dec 1991)
<u>—</u>	252.232-7001	Disposition Of Payments	(Dec 1991)
<u>X</u>	252.232-7006	Reduction Or Suspension Of Contract Payments Upon Finding Of Fraud	(Aug 1992)
<u>—</u>	252.235-7001	Indemnification Under 10 U.S.C.2354--Cost- Reimbursement	(Dec 1991)
<u>—</u>	252.235-7002	Animal Welfare	(Dec 1991)
<u>—</u>	252.235-7003	Frequency Authorization	(Dec 1991)
<u>—</u>	252.235-7010	Acknowledgement Of Support And Disclaimer	(May 1995)
<u>—</u>	252.235-7011	Final Scientific Or Technical Report	(May 1995)
<u>—</u>	252.239-7000	Protection Against Compromising Emanations	(Dec 1991)
<u>—</u>	252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	(Dec 1991)
<u>X</u>	252.242-7000	Postaward Conference	(Dec 1991)
<u>—</u>	252.242-7004	Material Management & Accounting System	(Sep 1996)
<u>—</u>	252.242-7005	Cost/Schedule Status Report	(Mar 1997)
<u>—</u>	252.243-7000	Engineering Change Proposals (May 1994) - Alternate I	(May 1994)
<u>—</u>	252.245-7000	Government-Furnished Mapping, Charting, And Geodesy Property	(Dec 1991)
<u>—</u>	252.246-7001	Warranty Of Data	(Dec 1991)
<u>—</u>	252.247-7023	Transportation Of Supplies By Sea	(Nov 1995)
<u>—</u>	252.247-7024	Notification Of Transportation Of Supplies By Sea	(Nov 1995)
<u>X</u>	252.251-7000	Ordering From Govt. Supply Sources	(May 1995)
<u>—</u>	252.251-7001	Use Of Interagency Fleet Management System (IFMS) Vehicles & Related Services	(Dec 1991)

1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.
(END OF CLAUSE)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

1. ATTACHMENTS TO THE CONTRACT SCHEDULE

<u>NUMBER</u>	<u>ATTACHMENT</u>	<u>PAGE(S)</u>
1	STATEMENT OF WORK ENTITLED " <u>DAHS CWE</u> <u>Revision 1.0 - PSADS Update</u> " DATED <u>98MAR04</u> .	3
2	CONTRACT PERFORMANCE EVALUATION FORM	6
3	CONTRACTOR AUTHORIZATION LETTER (SAMPLE)	1

2. EXHIBIT TO THE CONTRACT SCHEDULE

<u>NUMBER</u>	<u>EXHIBIT</u>	<u>PAGE(S)</u>
A	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423), DATED <u>98MAR04</u> .	9

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

NOTICE: As set forth in Provision L.1, the following provisions pertinent to this section are hereby incorporated by reference. Many of those referenced provisions require representations and certifications to be completed by the offeror. In keeping with the DSWA Acquisition Management Streamlining Initiative and users requests to reduce the bulk of solicitation and contract documents, only those portions of the applicable provisions that require the offeror's completion are set forth in full text and identified as "excerpts." The Federal Acquisition Regulation (FAR) and the Department of Defense Supplement to the FAR (DFARS) provisions are referenced in this document to the maximum possible extent. A complete text of provisions are available either from those World Wide Web (WWW) Home Pages listed in the preface to SECTION I clauses or from the DSWA Contracting Officer or Negotiator.

	<u>FAR Provision</u> <u>Number</u>	<u>Provision Title</u>	<u>Date</u>
<u>X</u>	52.203-11	Certification & Disclosure Regarding Payments Influence Certain Federal Transactions	(Apr 1991)
<u>X</u>	52.204-3	Taxpayer Identification	(Jun 1997)
<u>X</u>	52.204-5	Women-Owned Business	(Oct 1995)
<u>X</u>	52.204-6	Contractor Identification Number - Data Universal Numbering System (DUNS) Number	(Dec 1996)
<u>X</u>	52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	(Mar 1996)
<u>X</u>	52.215-4	Type Of Business Organization	(Oct 1997)
<u>X</u>	52.215-6	Place Of Performance	(Oct 1997)
<u>X</u>	52.219-1	Small Business Program Representation	(Jan 1997)
	Insert SIC Code <u>8731</u> in paragraph (a)(1). Insert size standard <u>500 employees</u> in paragraph (a)(2).		
<u>X</u>	52.222-22	Previous Contracts And Compliance Reports	(Apr 1984)
<u>X</u>	52.222-25	Affirmative Action Compliance	(Apr 1984)
<u>X</u>	52.223-1	Clean Air And Water Certification	(Apr 1984)
<u>X</u>	52.223-13	Certification of Toxic Chemical Release Reporting	(Oct 1996)
—	52.226-2	Historically Black Colleges or University and Minority Institution Representation	(May 1997)
<u>X</u>	52.227-6	Royalty Information	(Apr 1984)
<u>X</u>	52.227-15	Representation Of Limited Rights Data & Computer Software	(Jun 1987)
<u>X</u>	52.230-1	Cost Accounting Standards Notices & Certification	(Apr 1996)
—	52.230-1	Cost Accounting Standards Notices & Certification (Alternate I)	(Apr 1996)

PART IV REPRESENTATIONS AND INSTRUCTIONS
SECTION K -- Continued

DoD FAR SUPPLEMENT PROVISION

	<u>DOD FAR Sup</u>	<u>Provision Title</u>	<u>Date</u>
<u>X</u>	252.209-7001	Disclosure Of Ownership Or Control By A Foreign Government That Supports Terrorism	(Sep 1994)
<u> </u>	252.209-7002	Disclosure Of Ownership Or Control Of A Foreign Government	(Sep 1994)
<u>X</u>	252.219-7000	Small Disadvantaged Business Concern Representation (DoD Contracts)	(Jun 1997)
<u>X</u>	252.225-7003	Information For Duty- Free Entry Evaluation	(Aug 1992)
<u>X</u>	252.225-7018	Notice Of Prohibition Of Certain Contracts With Foreign Entities For The Conduct Of Ballistic Missile Defense RDT&E	(Jan 1997)
<u>X</u>	252.225-7035	Buy American Act--North American Free Trade Agreement Implementation Act -- Balance Of Payments Program Certificate	(May 1995)
<u>X</u>	252.226-7001	Historically Black College Or University & Minority Institution Status	(Jan 1997)
<u>X</u>	252.247-7022	Representation Of Extent Of Transportation By Sea	(Aug 1992)

The following representations and/or certifications extracted from the above referenced FAR and DoD FAR Supplement provisions require completion for this Solicitation. NOTE: In keeping with the DSWA Acquisition Management Streamlining Initiative, only those portions of the applicable provisions referenced above that require the offeror's completion are set forth in full text below.

1. **FAR 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997) (EXCERPT)**

(c) Taxpayer Identification Number (TIN).

- () TIN: _____.
- () TIN has been applied for.
- () TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - Continued

- government;
- ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of a Federal, state or local

☐ Other. State basis.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity;
 - ☐ Sole proprietorship;
 - ☐ Partnership;
 - ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- of this clause.
- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph a.
 - ☐ Name and TIN of common parent:

Name _____

TIN _____

2. FAR 52.204-5 - WOMEN OWNED BUSINESS (OCT 1995) (EXCERPT)

- (a) Representation.** The offeror represents that it () is, () is not a woman owned business concern.

3. FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (EXCERPT)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that -**

- (I) The Offeror and/or any of its Principals -**

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - Continued

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for; commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror ___ has ___ has not, within a three- year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

4. FAR 52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or quoter, by checking the applicable box, represents that:

(a) It operates as () an individual, () a partnership, () a nonprofit organization, or () a joint venture, or () a corporation incorporated under the laws of the State of _____,

(b) If the offeror or respondent is a foreign entity, it operates as () an individual, () a partnership, () a nonprofit organization, () a joint venture, or () a corporation registered for business in _____.

5. FAR 52.215-6 - PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this Solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

COUNTRY

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - Continued

(b) If the offeror or quoter checks "intends" in paragraph a. above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street, Address, City,
County, State, Zip Code)

Name and Address of Offeror and
Operator of the Plant or Facility if
Other than Offeror or Respondent

6. FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATION
(JAN 1997) (EXCERPT)

(b) (1) Representations. The offeror represents as a part of its offer that it () is, () is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a woman-owned small business concern.

7. FAR 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(APR 1984) (EXCERPT)

The offeror represents that:

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this Solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It () has, () has not filed all required compliance reports; and

8. FAR 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)
(EXCERPT)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - Continued

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

9. FAR 52.223-1 - CLEAN AIR AND WATER CERTIFICATION (APR 1984)
(EXCERPT)

The offeror certifies that -

(a) Any facilities to be used in the performance of this proposed Contract is (), is not () listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

10. FAR 52.223-13 - CERTIFICATION OF TOXIC CHEMICAL RELEASE **REPORTING**
(OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract, the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (check each block that is applicable)

____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A);

____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - Continued

_____ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

_____ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

11. FAR 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)(EXCERPT)

- (b) Representation. The offeror represents that it--
() is, () is not a Historically Black College or University;
() is, () is not a Minority Institution.

(End of Provision)

12. FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JUN 1987) (EXCERPT)

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block) -

_____ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software,

_____ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

13. a. FAR 52.230-1 - COST ACCOUNTING STANDARDS NOTICES & CERTIFICATION (APR 1996) (EXCERPT)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - Continued

I. c. Check the appropriate box below:

☐ (1) **Certificate of Concurrent Submission of Disclosure Statement.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official) as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB- DS-2 as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **Certificate of Previously Submitted Disclosure Statement.**

The offeror hereby certifies that the required Disclosure Statement was
filed as follows: **Date of Disclosure Statement:** _____

Name and address of cognizant ACO or Federal official where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **Certificate of Monetary Exemption.**

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - Continued

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one awarded exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exception.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs c.(1) or c.(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period for lowering the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

() The offeror hereby claims an exemption from the Cost Accounting Standards Clause under the provisions of 48 CFR, Subpart 9903.201-20(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices Clause because during the cost accounting period immediately preceding the period in which the proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost account period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - Continued

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph a.(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() Yes

() No

14. FAR 52.230-1 - COST ACCOUNTING STANDARDS NOTICES & CERTIFICATION - ALTERNATE I (APR 1996)

(5) **Certificate of Disclosure Statement Due Date by Educational Institution.** If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

_____ (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

_____ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of the award.

Name and address of cognizant ACO or Federal official where filed:

15. DoD FAR SUP. 252.219-7000 - SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION DOD CONTRACTS (JUN 1997) (EXCERPT)

(b) **Representation.** Check the category in which your ownership falls

_____ Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal).

_____ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

_____ Black American (U.S. Citizen).

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - Continued

_____ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, The Dominican Republic, Puerto Rico, Spain, or Portugal).

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian Tribes or Native Hawaiian Organizations).

_____ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act.

_____ Other.

(c) Complete the following-

(1) The Offeror is (), is not () a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has (), has not () made a determination concerning the Offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the Offeror-

_____ Was found by the SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

_____ Was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

16. DoD FAR SUP. 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY
EVALUATION (AUG 1992) (EXCERPT)

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accepted pursuant to the Duty-Free Entry - Qualifying Country End Products and Supplies clause of this solicitation?

() YES () NO

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

() YES () NO

(2) Has the duty on such foreign supplies been paid?

() YES () NO

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - Continued

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____.

17. DoD FAR SUP. 252.225-7018 NOTICE OF PROHIBITION OF CERTAIN CONTRACTS WITH FOREIGN ENTITIES FOR THE CONDUCT OF STRATEGIC DEFENSE INITIATIVE RDT&E (JAN 1997) (EXCERPT)

(e) The Offeror () is, () is not a U.S. firm.

18. DoD FAR SUP. 252.225-7035 NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAY 1995) (EXCERPT)

(c) Certifications.

(1) The Offeror certifies that-

(I) Each end product, except the end products listed in paragraphs (c)(2) of this provision, is a domestic end product (as defined in the Buy American Act and Balance of Payments Program clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify and certify all end products that are not domestic end products.

(I) The Offeror certifies that the following supplied qualify as "U.S. made end products" but do not meet the definition of "domestic end products":

(Insert Line Item Number)

(ii) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert Line Item Number) (Insert Country of Origin)

(iii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - Continued

(Insert Line Item Number) (Insert Country of Origin)

(iv) The Offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert Line Item Number) (Insert Country of Origin)

19. DoD FAR SUP. 252.226-7001 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION STATUS (JAN 1997) (EXCERPT)

(b) **Status.** If applicable, the offeror shall check the appropriate box below:

_____ A historically black college or university;

_____ A minority institution.

20. DOD FAR SUP. 252.247-7022 - REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) (EXCERPT)

(b) **Representation.** The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

NOTICE: As set forth in Provision L.1, the following provisions pertinent to this section are hereby incorporated by reference. In keeping with the DSWA Acquisition Management Streamlining Initiative and users requests to reduce the bulk of solicitation and contract documents, the Federal Acquisition Regulation (FAR) and the Department of Defense Supplement to the FAR (DFARS) provisions are referenced in this document to the maximum possible extent. A complete text of provisions are available either from those World Wide Web (WWW) Home Pages listed in the preface to SECTION I clauses or from the DSWA Contracting Officer on request.

NOTICE: The following solicitation provisions and/or contract provisions pertinent to this section are hereby incorporated by Reference:

	<u>FAR Provision</u>		
	<u>Number</u>	<u>Provision Title</u>	<u>Date</u>
<u>X</u>	52.211-14	Notice Of Priority Rating For National Defense Use The appropriate block is designated as follows: “() DX rated order; (X) DO rated order”	(Sep 1990)
<u>X</u>	52.215-1	Instructions to Offerors -- Competitive Acquisition	(Oct 1997)
<u> </u>	52.215-1	Instructions to Offerors -- Competitive Acquisition -- Alternate I	(Oct 1997)
<u> </u>	52.215-1	Instructions to Offerors -- Competitive Acquisition -- Alternate II	(Oct 1997)
<u> </u>	52.215-3	Solicitation For Information Or Planning Purposes	(Oct 1997)
<u> </u>	52.215-5	Facsimile Proposals	(Oct 1997)
<u> </u>	52.215-20	Requirement for Cost or Pricing Data or Information Other than Cost or Pricing Data	(Oct 1997)
<u> </u>	52.215-20	Requirement for Cost or Pricing Data or Information Other than Cost or Pricing Data - Alternate I	(Oct 1997)
At the end of paragraph (b)(1), insert the following: “Cost and Pricing Data shall be submitted in the format set forth in Attachment _____ to the solicitation.”			
<u> </u>	52.215-20	Requirement for Cost or Pricing Data or Information Other than Cost or Pricing Data - Alternate II	(Oct 1997)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - Continued

	<u>FAR Provision</u>		
	<u>Number</u>	<u>Provision Title</u>	<u>Date</u>
<u> </u>	52.215-20	Requirement for Cost or Pricing Data or Information Other than Cost or Pricing Data - Alternate III	(Oct 1997)
	At the end of paragraph (c), insert the following list of electronic media: “ _____ _____”		
<u> </u>	52.215-20	Requirement for Cost or Pricing Data or Information Other than Cost or Pricing Data - Alternate IV	(Oct 1997)
	At the end of paragraph (b), insert the following: “Information and access to records necessary for the Government to adequately establish Price Reasonableness or Cost Realism shall be submitted with supporting attachments prepared in accordance with the instructions specified in Table 15-2 of FAR 15.408 and in the offeror’s own format.”		
<u> X </u>	52.216-1	Type Of Contract	(Apr 1984)
	In the blank, insert the words, “ <u>Cost Plus Fixed Fee (Completion)</u> _____.”		
<u> </u>	52.222-24	Preaward On-Site Equal Opportunity Compliance Review	(Apr 1984)
<u> X </u>	52.233-2	Service Of Protest	(Aug 1996)
	In The Blank In Paragraph (A), Insert The Words, “Contracting Officer/ATTN, Headquarters, Defense Special Weapons Agency, 6801 Telegraph Road, Alexandria, VA 22310-3398.”		
<u> </u>	52.237-1	Site Visit	(Apr 1984)
<u> </u>	52.237-10	Identification of Uncompensated Overtime	(Oct 1997)
<u> </u>	52.239-1	Privacy or Security Safeguards	(Aug 1996)

DoD FAR SUPPLEMENT PROVISION

	<u>DOD FAR Sup</u>		
	<u>Provision</u>	<u>Provision Title</u>	<u>Date</u>
<u> X </u>	252.204-7001	Commercial & Govt. Entity (CAGE) Code Reporting	(Dec 1991)
<u> </u>	252.206-7000	Domestic Source Restriction	(Dec 1991)
<u> </u>	252.211-7001	Availability Of Specifications and Standards Not Listed in DODISS, Data Item Descriptions Not Listed in DoD 5010.12-L, and Plans, Drawings, and Other Pertinent Documents	(Dec 1991)
	In the blank, insert the words, “Headquarters, Defense Special Weapons Agency/AM, 6801 Telegraph Road, Alexandria, VA 22310-3398.”		

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - Continued

DOD FAR Sup		
<u>Provision</u>	<u>Provision Title</u>	<u>Date</u>
___	252.211-7002 Availability For Examination Of Specifications Standards (Dec 1991) Standards, Plans, Drawings, Data Item Descriptions and Other Pertinent Documents In the blank, insert the words, "Headquarters, Defense Special Weapons Agency/AM, 6801 Telegraph Road, Alexandria, VA 22310-3398."	
___	252.227-7017 Identification & Insertion Of Use, Release Or Disclosure Restrictions	(Jun 1995)
___	252.227-7028 Technical Data Or Computer Software Previously Delivered To The Government	(Jun 1995)
___	252.237-7019 Identification Of Uncompensated Overtime	(Apr 1992)
___	252.242-7006 Cost/Schedule Status Report Plans	(Mar 1997)

1. **FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (JUN 1988)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(END OF PROVISION)

2. **Use of Government Production and Research Property (P&RP)**

a. It is the policy of the DoD that contractors will furnish all property required for performance of Government contracts, except in those limited situations set forth in FAR 45.302 and DoD FAR Sup. 45.302 whereby the Government may provide property.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - Continued

b. All Government P&RP to be furnished to the successful offeror, if any, will be identified in Section H of the contract arising out of this Solicitation.

c. When the Government does furnish property to a Contractor, it is DoD policy to eliminate any competitive advantage that might otherwise arise from the use of such property. Any such competitive advantage will be eliminated by the use of an appropriate evaluation factor as set forth in FAR 45.2, except when the Contracting Officer determines that the use of such an evaluation factor would not affect the choice of the Contractor.

d. If the offeror proposes that Government P&RP be furnished for the performance of the Contract, including offers where the evaluation factor will not affect the choice of Contractor, such P&RP must be individually justified and the period of use specifically defined. In the event this is a competitive acquisition, Contractor must furnish with his proposal the rent charge for use of such property or equipment. Authorization for use of Government P&RP will be obtained by the Contractor directly from the Contracting Officer having cognizance of the property.

3. Instructions for Preparing Proposals

Each offer must consist of the documentation listed below. Offers not conforming to the requirements of the RFP may be rejected. The offer shall consist of the following parts:

PART I	ADMINISTRATIVE DATA
PART II	COST PROPOSAL
PART III	MANAGEMENT/TECHNICAL PROPOSAL
PART IV	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

Parts II and III shall be separately loose bound; however, if any part is of sufficient volume, it also may consist of two or more separate loose-leaf sections.

All proposals shall be complete and respond directly to the requirements of the solicitation. The factors and subfactors listed in Section M of the solicitation shall be addressed.

Extraneous, repetitious or wordy submissions are not desired and could result in lower ratings.

The proposal must lie flat when open, elaborate binding is not desirable.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - Continued

No models, mockups or video tapes will be accepted

The four parts shall, as a minimum, contain the information specified in the paragraphs below:

*** a. PART I - ADMINISTRATIVE DATA:**

The Administrative Data part of the offer shall consist of:

- (1) Completed Standard Form 33, Solicitation Offer and Award;**
- (2) Completed Section K of the RFP;**
- (3) All attachments/certifications to the RFP requiring items to be filled in by the offeror;**
- (4) If the RFP is designated as “FAST TRACK”, an original copy of the entire RFP document. It will be physically incorporated and will form the major element of the contract document.**
- (5) A statement regarding acceptability of proposed contract clauses. The offer may include any recommendations regarding additions and/or deletions to proposed contract terms, type of contract, or justification supporting deviation.**
- (6) Name, address, and telephone number of cognizant ACO and auditor contacts.**

The offeror may submit the above administrative data in the form of attachments to a letter of transmittal.

*** a. PART I - ADMINISTRATIVE DATA:**

The Administrative Data part of the offer shall consist of two severable portions, the basic and the addendum.

*** To be determined upon negotiations**

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - Continued

(1) The basic portion shall consist of:

- (i) Completed Standard Form 33, Solicitation Offer and Award;**
- (ii) Completed Section K of the RFP;**
- (iii) All attachments/certifications to the RFP requiring items to be filled in by the offeror;**
- (iv) If the RFP is designated as “FAST TRACK,” an original copy of the entire RFP document. It will be physically incorporated and will form the major element of the contract document.**
- (v) A statement regarding acceptability of proposed contract clauses. The offer may include any recommendations regarding additions and/or deletions to proposed contract terms, type of contract, or justification supporting deviation.**
- (vi) Name address and telephone number of cognizant ACO and auditor contracts.**

(2) The addendum shall consist of a list of the last ____ contracts and subcontracts of a similar nature, either completed or currently being performed during the last three years. Offerors shall explain the relevance of each listed contract to the current solicitation’s requirements. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required for all key personnel. The Government may contact these customers for auxiliary past performance information relating to this acquisition. The offeror may use the sample Contractor Authorization Letter, attached to this solicitation, to authorize these customers to respond to the Government’s inquiries. Include the following information for each contract and subcontract:

- (i) Name of contracting activity.**
- (ii) Contract number.**
- (iii) Contract type.**
- (iv) Total contract value, both at the time of award and now. Include both exercised and unexercised options.**

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - Continued

(v) Brief description of the contract work, including program title and indicating what kind of work involved, e.g., developmental effort, production, commercial item, services, operations and maintenance, facilities use, etc. This description should not exceed one typewritten page per contract.

(vi) Name of procuring contracting officer (PCO) along with his or her telephone number and facsimile number. Use current name as point of contact for on-going contracts or the last individual's name for completed contracts.

(vii) Name of Contracting Officer's Technical Representative (COTR), telephone number and facsimile number.

(viii) Name of Administrative Contracting Officer (ACO), if different from (vi), telephone number and facsimile number.

(ix) Period of performance and/or delivery schedule, both at time of award and now (or actual delivery date(s) if contract is completed).

(x) List of major subcontractors, including information called out under items (iii), (iv), (v) and (ix). Also include the name, address, telephone number and facsimile number of a corporate point of contact for each subcontractor.

(xi) A brief description of problems encountered and corrective actions taken to resolve those problems. This should not exceed one typewritten page per contract. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

The addendum may also contain a description of any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Semitech's SSQA, or ANSI/EIA-599). Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the past qualifications still apply.

The offeror may submit the above administrative data, both basic and the addendum portions, in the form of attachments to a letter of transmittal.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - Continued

b. PART II - COST PROPOSAL:

(1) The Cost Proposal shall be submitted separately from the Management/Technical Proposal and shall provide data for evaluation by separate pricing evaluators.

(2) The Cost Proposal shall assume exclusive use of the DSWA CRAY or VAX at Los Alamos National Labs as GFE. If the Offeror can justify use of contractor-furnished computer support, he/she may submit a cost proposal reflecting this support. It must be clearly understood that this separate cost proposal is optional, but if submitted, must be complete and separate from the required cost proposal.

c. PART III - MANAGEMENT/TECHNICAL PROPOSAL:

(1) The Management/Technical Proposal shall include a break-down of direct labor, subcontract, and consultant hours without benefit of cost/dollar amounts. Cross referencing to PART II is not permitted.

(2) The Management/Technical Proposal shall be prepared in the same sequence as the Technical Evaluation Criteria.

d. PART IV - SMALL BUSINESS AND SMALL DISADVANTAGED SUBCONTRACTING PLAN:

(1) This plan is NOT required of offeror's who are Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges or Universities, or Minority Institutions.

(2) If the offeror anticipates no subcontracting or does not propose subcontracting opportunities with Small Businesses/ Small Disadvantaged Business, Historically Black Colleges or Universities or Minority Institutions, a written explanation along with an approved Master Subcontracting Plan shall be submitted.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - Continued

4. Proposal Page Limitations.

a. Offerors shall submit direct and concise proposals in which PART III, the Management/Technical volume shall not exceed 40 pages. The table of contents and tabs are exempt from the page limits.

b. Any technical proposal pages submitted which exceed the page limitations set forth above will not be read or evaluated. Proposal pages failing to meet paragraph d format will not be read or evaluated.

c. No program cost data or cross-reference to the cost proposal will be included in any other volume.

d. Format of the above proposal volumes shall be as follows:

(1) Proposals will be prepared on a 8 1/2 x 11 inch paper except for foldouts used for charts, tables or diagrams, which may not exceed 11 x 17 inches. Foldouts will not be used for text. Pages will have a one inch margin.

(2) A page is defined as one face of a sheet of paper containing information. Two pages may be printed on one sheet.

(3) Type size will be no smaller than 10 point character height (vertical size). Use of type-setting techniques to reduce type size below 10 points is not permitted. Such techniques are construed as a deliberate attempt to circumvent the intent of page limitations set forth above. Graph legends and diagram descriptions may be smaller than 10 point typeface, but must be legible.

e. Contractor management discretion is to be used regarding the number of pages for PARTS I, II and IV. However, refer to FAR clause 52.215-20 Alternate III, referenced in this SECTION to determine the electronic media, if any, permitted for submittal of PART II.

5. Government-Owned Facilities

The offeror is required to submit a detailed list of any Government-owned facilities, industrial equipment, special tooling or special test equipment which is intended to be used in the performance of the contract. This list shall include acquisition cost (including rental or lease costs) and identification of the Government contract under which the item is currently accountable. You are requested to include in your cost proposal the amount of costs by which any resulting contract has to be increased in the event rent-free use of Government-owned facilities described above is not authorized.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - Continued

6. Certificate of Current Cost or Pricing Data

If no exception from the requirement to submit cost and pricing data is granted by the Contracting Officer, under the requirements of Clause 52.215-20(a), failure to fully and expeditiously comply with Clause 52.215-20(b) and FAR 15.404(b), if applicable, will result in additional work, possible rejection of your proposal, or as a minimum, cause a delay in making an award to your concern. **THE CERTIFICATE MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED COMPANY OFFICIAL.**

7. Submittal of Cost Accounting Standards Board Cost-of-Money (COM) Factors Computation Form (CASB-CMF)

Pursuant to DoD FAR Supplement 30.70, unless otherwise exempted, you are required to submit a current and complete CASB-CMF form with the cost portion of your proposal in accordance with paragraphs 414.40 and 414.50 of Cost Accounting Standard 414, Cost of Money as an Element of the Cost of Facilities Capital. NOTE: This requirement applies to all negotiated contracts regardless of Cost Accounting Standard coverage. If your offer does not claim cost of money, it should so state, and submission of the CASB-CMF form is unnecessary. If your offer is successful, the definitive contract, SECTION H, will include a clause disallowing COM for performance under that contract.

9. Government Estimate of the Technical Effort.

The Government estimate of the technical effort called for in Attachment No. 1, Statement of Work, is provided for assistance in proposal preparation.

_____ 5 _____ Man years

The contemplated start work date is: July 1998.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - Continued

10. Technical and/or Cost Discussions.

It is anticipated that any revisions to the Management/Technical proposals will be limited in scope and effect. At the Government's option, face-to-face technical and/or cost discussions may be held at DSWA offices. During these discussions, the offeror may be asked to present a short briefing (lasting about 45 minutes) summarizing its management/technical proposal. The intent of these discussions will be to expeditiously resolve all outstanding technical and/or cost issues. Therefore, the offeror must be represented by an individual authorized to sign legally binding documents.

11. Acceptance of Partial Offers.

Offers predicated on accomplishing some, but not all, of the work of individual tasks specified in this Statement of Work (SOW) contained in the RFP will not be considered for award of a contract.

12. Questions Concerning this RFP

Any and all questions concerning this RFP, including technical questions, shall be directed to the Contract Negotiator, Brian Wilt, at (703) 325-6960, in writing. All DSWA technical personnel have been strictly prohibited from discussing this RFP with any contractor personnel until contract award, if any.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by Reference:

	<u>FAR Provision Number</u>	<u>Provision Title</u>	<u>Date</u>
___	52.217-3	Evaluation Exclusive Of Options	(Apr 1984)
___	52.217-4	Evaluation Of Options Exercised At Time Of Contract Award	(Jun 1988)
___	52.217-5	Evaluation Of Options	(Jul 1990)

1. Evaluation Criteria

a. The award of any contract as a result of this RFP will be made primarily on the basis of technical/management superiority (AREA A) with AREA B) being carefully considered. The proposal will be evaluated for merit and ability to meet the objectives of the acquisition for DAHS CWE REVISION 1.0 - PSADS UPDATE on the areas and items listed in this Section and will be competitively rated on these criteria. It is important that adequate and specific information be furnished. Hasty responses or responses which merely repeat the SOW cannot be considered as being responsive to the requirements of the RFP. Assurances of experience, capability or qualifications, without a clear demonstration to support the claim, will adversely influence the evaluation of the proposal.

***To be determined upon negotiations**

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - Continued

- b. The areas of evaluation are as follows:

AREA A: TECHNICAL/MANAGEMENT. Items within AREA A are in descending order of importance.

TECHNICAL EVALUATION FACTORS

Understanding the Problem:

Does the proposal show a thorough understanding of the PSADS computer code and the underlying basis of the DAHS CWE Manual? Does the proposal show a thorough understanding of the probable uses of PSADS? Does the proposal show a thorough understanding of hypertext documents and their preparation? Does the proposal show a thorough understanding of the technical challenges in the activating of objects (equations, graphs, etc.) to increase the functionality of the program?

Related Experience:

Does the contractor have the background and level of experience in the application of hypertext technology to technical documents? Does the contractor have the background and level of experience in creating computer programs which can create data and incorporate the data with those from other applications (support computer codes, other locations in PSADS, etc.) to create more powerful capabilities?

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - Continued

Management and Personnel:

Has the contractor proposed labor allocation by task, fiscal year, and labor categories? Has the contractor identified key personnel and allocated key personnel by task and fiscal year? Is there a clear plan for tracking costs, progress, and deliverables? Does the proposed team reflect the appropriate mix of specialties, skills, and experience to accomplish the proposed effort? Are the personnel proposed knowledgeable, as demonstrated by reports, papers, etc., in the tools, models, and techniques which will be used in the program.

AREA B - PRICE PROPOSAL. The proposal is presumed to represent the offeror's best efforts to respond to the Solicitation. Any inconsistency, whether real or apparent between promised performance and cost or price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on cost must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to cost credibility rests with the offeror.

ITEM I - Risk Assessment. Cost or price proposals will be evaluated to identify and assess potential risks which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

ITEM II - Cost Realism. Proposed cost will be evaluated not only to determine if the estimate is reasonable, realistic, cost effective and affordable, but also to determine the offeror's understanding of the program.

ITEM III - Price. Evaluation factors other than price, when combined, are significantly more important than price. Although Price is not a weighted factor, its importance cannot be ignored; the importance of price in selection will increase as the quality difference between proposals decreases.

***To be determined upon negotiations**

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - Continued

2. **Relative Importance.** A tradeoff process, as authorized in FAR 15.101-1, may be used in the source selection under this procurement. Evaluation factors other than Price, when combined, are significantly more important than Price. The relative importance of the AREAs cited in provision M-1 above are listed below in descending order. However, note that the importance of Price in selection will increase as the quality difference (superiority of evaluation factors other than Price) between proposals decreases. An AREA listed below with an asterisk is considered to have equal importance as the AREA listed directly above it.

- a. AREA A - Technical / Management
- b. AREA B - Price

***To be determined upon negotiations**

4 March 1998

STATEMENT OF WORK FOR DAHS CWE REVISION 1.0 - PSADS UPDATE

1.0 SCOPE

1.1 BACKGROUND

In 1989 then the Defense Nuclear Agency (DNA) started an effort to create the first tri-service manual for the Design and Analysis of Hardened Structures to Conventional Weapons Effects (DAHS CWE). This manual is now published and in use by the US Army, Navy, and Air Force and as well by NATO and US civilian government agencies in the study of blast effects on structures. This manual has 17 chapters which deal with topics ranging from weapons characteristics, weapon generated environments, resulting loads on structures, and other related issues. The DAHS CWE is a living document with updates planned approximately every three years to incorporate new research and analysis techniques.

In 1993 DNA started a companion effort to take the DAHS CWE manual and incorporate electronic hypertext format technology along with increased useability by activating equations, tables, and graphs and other techniques to make the manual more interactive and useable. This product is called the Protective Structures Automated Design Manual and will soon be released as Version 1.0.

The emphasis for these products (DAHS CWE and PSADS) is on defensive planning and survivability of hardened structures and are to be used by architect/engineer firms tasked with the actual design and assessment of facilities. They are also being used by program managers and research engineers from various DoD, other government agencies, and NATO countries for the planning and study of these types of structures and the related phenomena.

The current version 1.0 of PSADS was developed using Microsoft Multimedia Viewer. It has minimum platform requirements of DOS 5.0, Microsoft Windows version 3.1, 8MB of RAM, 19 MB of disk space, and a CD-ROM drive. It has activated objects (equations, tables, graphs) for calculating or obtaining data relevant to the design, a project journal for documentation of the design process, an activated object macro-builder for repeated calculations, and a data notebook for storing variable values throughout a session.

1.2 OBJECTIVES

The objective of this effort is to update the PSADS to correspond to the changes incorporated in the second edition of the DAHS CWE manual which is scheduled to be published in the year 2000. The objective will also be to incorporate new technology in the PSADS computer program to make it more useable and new functionality identified during the development of version 1.0 but not done due to release schedules.

2.0 APPLICABLE DOCUMENTS

- Joint Services Manual for the Design and Analysis of Hardened Structures to Conventional

Weapons Effects (Army TM 5-855-1, Navy NAVFAC P-1080, AIR FORCE AFJMAN32-1055, DSWA DAHSCWEMAN-97)

- Protective Structures Automated Design System ver. 1.0
- Protective Structures Automated Design System Software Users Manual
- Protective Structures Automated Design System Software Developers Manual

3.0 REQUIREMENTS (TASKS)

3.1 TASK 1 Program Management

3.1.1.1 General. The contractor shall provide the level of managerial and administrative support necessary to satisfy all specified requirements and complete all specified tasking. This includes an appropriate level of review and oversight, assessment and management of the risks associated with the project. It also includes preparation and delivery of all reports specified in the Contract Data Requirements List (CDRL).

3.1.1.2 Interaction with Outside Agencies. One issue will require the special attention of the contractor's management: the interaction of the contractor's staff with subject matter experts and potential users of the hypertext systems. The subject matter experts designated by the COTR will, in most cases, be unfamiliar with hypertext technology and theory, and will not necessarily be prepared to structure material (in particular, hypertext links) to best serve the needs of the users of the hypertext systems. In addition, the subject matter experts will be different for each chapter of each document, raising the possibility of inconsistencies across chapters of the hypertext systems. It will be the contractor's responsibility and special challenge to make best use of the unique expertise and perspective of each group to ensure the final products most effectively accomplish the intended goals.

3.1.1.3 Support of Independent (External) Assessment and Beta Testing. The COTR intends to conduct an on-going external assessment of the hypertext systems, as well as three-month beta tests of the PSADS system following the demonstration and delivery of the associated Initial Operational Capability release and the Final Operational Capability release. These external assessments and beta tests will be distinct from the contractor's own internal quality assurance and testing program, and will be designed to require no specific contractor tasking. However, contractor management will be prepared to support the external assessment and beta test programs as necessary. Potential support may include any of the following: visits to beta test sites to configure software, train or assist users, interact with evaluators, or correct problems; modifications to the hypertext systems as directed by program management; and similar activities. All of these support activities will be on an "as required" basis, however for estimating purposes, the contractor should assume one visit to each beta site between major deliverables. A well-designed user interface and software user's manual, for example, should minimize or eliminate the need for on-site training or assistance by the contractor.

3.2 TASK 2 Initial Operating Capability. The Initial Operating Capability tasks will include computer software upgrades to the existing system, useability upgrades, and functionality

additions to the existing system. The PSADS ver.1.0 was developed using the Microsoft Multimedia Viewer. This technology is no longer supported by Microsoft and has lead to limits in provided useability in PSADS. The basis for the hypertext system should be upgraded to new software which will be decided by the COTR based on recommendation of the contractor. Useability upgrades shall include increased ease of copying needed information to the Project Journal, incorporation of vector images (vice bitmaps), and other useability issues as determined from previous user inputs. Functionality upgrades shall include macro-builder changes to allow conditional and looped computing, full table interpolation (vice row only), scaled range as an automatically computed value for use in graphs and equations, SI to english conversion should be complete with all activated equations, tables, and graphs using both with accompanying equation images and limit warnings in both. As with useability, functionality upgrades will also consist of other issues as determined from previous user comments. Representative text, equations, graphs, tables, and figures from PSADS version 1.0 will be used to demonstrate the capabilities developed under this task in the Initial Operating Capability release.

3.3 TASK 3 Final Operating Capability. The Final Operating Capability tasks will include updating the text, equations, tables, figures, and graphs to correspond exactly to the second edition of the DAHS CWE Manual. This edition will be created in a separate effort during the first 18 months of this effort. The government provided material will then be transferred in electronic format to the contractor for incorporation into PSADS.

4.0 MILESTONES (FOR MIPR/IACRO'S ONLY)

5.0 DELIVERABLES (FOR MIPR/IACRO'S ONLY)

CONTRACTOR PERFORMANCE EVALUATION FORM

When completed, the information on this form is SOURCE SELECTION INFORMATION in accordance with FAR 3.104 and must be protected accordingly.

Contract No. : DSWA01- Title: _____

Assessment Type: (Check one) _____ Interim _____ Final _____ Addendum

1. Company Name: _____

2. Place of Performance: _____

3. Telephone No.: _____ 4. Fax No.: _____ 5. E-mail: _____

6. CAGE Code: _____ 7. DUNS+4 No.: _____

8. Awarded Value: _____ 9. Award Date: _____ 10. Completion Date: _____

11. Type of Contract: _____ 12. Extent Completed: _____

13. Federal Supply Code (FSC) _____ 14. Standard Industrial Classification (SIC) Code _____

15. Item Description: _____

16. Key Subcontractor(s): _____ Company Name: _____
(List as many as applicable) Place of Performance: _____

Effort Performed: _____

17. DoD Business Sector: _____ 18. Period of Performance being Assessed: _____

19. Contracting Officer: _____
(Typed Name) (Signature) (Date)

20. Telephone No.: _____ 21. Fax No.: _____ 22. E-mail: _____

23. Project Manager: _____
(Typed Name) (Signature) (Date)

24. Telephone No.: _____ 25. Fax No.: _____ 26. E-mail: _____

CONTRACTOR PERFORMANCE EVALUATION

Evaluators shall use the following "Common DoD Assessment Rating System." In accordance with DoD policy, "A fundamental principle for rating is that contractors shall not be assessed below a rating of satisfactory for not performing beyond the requirement of the contract." Circle the letter(s) corresponding to your rating. A

narrative rationale is required to support the report card assessment rating and help determine relevancy in support of the source selection. If more space is required, use the back of this questionnaire. Hand written responses are sufficient.

Common DoD Assessment Rating System

Exceptional (E) - Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (VG) - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (S) - Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (M) - Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (U) - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

A. Quality of Product/Service:

1. Overall performance in planning and controlling the program. _____	E	VG	S	M	U

2. Overall technical performance. E	VG	S	M	U	

3. Contractor's compliance with the requirements of the Statement of Work. _____	E	VG	S	M	U

4. Contractor's dedication to total quality (products, services, support, & problem solving). _____	E	VG	S	M	U
5. Accuracy and completeness of Contractor's report and documentation. _____	E	VG	S	M	U
6. Quality of spares or replacement parts provided by the Contractor. _____	E	VG	S	M	U
7. Data submittals are in accordance with contractual specifications. _____	E	VG	S	M	U

B. Schedule:

8. Adherence to required contract schedule. _____	E	VG	S	M	U
9. Short fuse reaction capabilities. E _____	VG	S	M	U	
10. Contractor resolution of delivery-related difficulties. _____	E	VG	S	M	U

C. Cost Control:

11. Adherence to estimated costs and contract cost goals. _____	E	VG	S	M	U
12. Accuracy and timeliness of cost reports. _____	E	VG	S	M	U

13. Extent of cost growths under the contract.	E	VG	S	M	U

D. Business Relations:

14. Contractor committed adequate resources in timely fashion to meet requirements and successfully resolve problems. _____	E	VG	S	M	U

15. Government property control. E _____	VG	S	M	U

16. Security. _____	E	VG	S	M	U

17. Responsiveness to technical contract changes. _____	E	VG	S	M	U

18. Compliance with contract terms and conditions. _____	E	VG	S	M	U

19. Contractor working relationship with CO and Government technical representatives. _____	E	VG	S	M	U

20. Identification, surveillance, and management of major/critical subcontractors and consultants. _____	E	VG	S	M	U

21. Performance under Small Business Subcontracting Plan to include compliance with contract specific, master subcontracting and /or comprehensive subcontracting plan. _____	E	VG	S	M	U

E. Management of Key Personnel:

22. Assess contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel. _____

23. Would you select this firm again? Please explain _____

RESPONDENT INFORMATION

1. Evaluation Completed by Technical Evaluator: _____
(Name) (Date)
2. Phone/Office Symbol: _____
3. Position, Title & Grade: _____
4. Length of Involvement in Program/Contract: _____
5. Evaluation Completed by Contract Specialist: _____
(Name) (Date)
6. Evaluation Completed by Contracting Officer: _____
(Name) (Date)
7. Has the above information previously been shared with the contractor? [] Yes [] No
[If yes, state whether formal (written) or informal (oral).]
8. Evaluation Sent to Contractor: _____
(Date)

Contractor Comments:

I hereby find that the review has been completed fairly and openly and that the contractor has had the opportunity to contribute and explain any differences of opinion. I have determined that the Agency has given due consideration and the evaluation is final.

Contracting Officer's Signature

Date Evaluation Process Complete

SAMPLE

References Name & Address

Dear _____:

The Federal Acquisition Streamlining Act (FASA) of 1994 requires that Government agencies consider past performance as an evaluation factor for source selection in all competitively negotiated acquisitions currently exceeding the threshold of \$1,000,000. Defense Special Weapons Agency (DSWA) Solicitation No. DSWA01-98-R-0020 entitled, “DAHS CWE Revision 1.0 - PSADS Update,” falls within this threshold.

Your name has been provided by Contractor’s Name as a reference in response to this solicitation for the work they have performed (are currently performing) under contract contract number for your agency.

To comply with the FASA requirements stated above, DSWA requests that you fill out the attached “***Past Performance Questionnaire***” for this contract and fax your response to Brian Wilt by date. The DSWA fax number is (703) 325-9295.

If you have any questions regarding this request, please contact Brian Wilt at (703) 325-6960 (E-Mail at name@hq.dswa.mil).

Sincerely,

Name
Contracting Officer

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)					Form Approved OMB No. 0704-0188			
See Section J - List of Attachments for information regarding public reporting burden for this form								
A. CONTRACT LINE ITEM NO. N/A		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>Reports</u>				
D. SYSTEM/ITEM			E. CONTRACT/PR NO. AIC 256		F. CONTRACTOR			
. DATA ITEM NO. 1	2. TITLE OF DATA ITEMS Progress Report - Letter			3. SUBTITLE N/A				
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE SECTION F			6. REQUIRING OFFICE: WEL		
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY QUARTERLY		12. DATE OF FIRST SUBMISSION 3 MONTHS AFTER CONTRACT	14. DISTRIBUTION a. Addressee b. COPIES FINAL D r a f t R e g R e p r o			
8. APP CODE N/A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION: Quarterly				
16. REMARKS					DSWA/AM		1	
					WEL		1	
					15. TOTAL		2	
G. PREPARED BY: Brian Wilt		H. DATE: 98MAR04		I. APPROVED BY: Scott G. Morton			J. DATE: 98MAR04	

DD FORM 1423-2, JUN 90

Previous editions are obsolete

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)					Form Approved OMB No. 0704-0188			
See Section J - List of Attachments for information regarding public reporting burden for this form								
A. CONTRACT LINE ITEM NO. N/A		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>Reports</u>				
D. SYSTEM/ITEM			E. CONTRACT/PR NO. AIC 256		F. CONTRACTOR			
1. DATA ITEM NO. 2	2. TITLE OF DATA ITEM: Draft Final Report w/SF 298			3. SUBTITLE N/A				
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE SECTION F			REQUIRING OFFICE WEL		
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY One Time		12. DATE OF FIRST SUBMISSION 34 MONTHS AFTER CONTRACT	14. DISTRIBUTION a. Addressee b. COPIES FINAL D r a f t R e g R e p r o			
8. APP CODE N/A		11. AS OF DATE 32 MONTHS AFTER CONTRACT		13. DATE OF SUBSEQUENT SUBMISSION				
16. REMARKS a. Submit draft final report w/SF 298, prepared according to the <u>DNA Standards for Report Preparation</u> , to DNA, ATTN: AMC, 6801 Telegraph Road, Alexandria, VA 22310-3398 for technical approval and security review in the number of copies specified in Block 14. b. If draft report is returned for corrective action (revision), resubmit the corrected version of the draft report, to include SF 298 and marked-up draft report in the number of copies previously specified, within 30 days to the address specified in paragraph a. * Two (2) copies if report is classified					DSWA/AMC		1*	
					WEL		1	
					15. TOTAL		2	
G. PREPARED BY: Brian Wilt		H. DATE: 98MAR04		I. APPROVED BY: Scott G. Morton		J. DATE: 98MAR04		

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)					Form Approved OMB No. 0704-0188		
See Section J - List of Attachments for information regarding public reporting burden for this form							
A. CONTRACT LINE ITEM NO. N/A		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>Reports</u>			
D. SYSTEM/ITEM		E. CONTRACT/PR NO. AIC 256		F. CONTRACTOR			
. DATA ITEM NO. 3	2. TITLE OF DATA ITEMS Camera-Ready Copy of Final Report w/SF 298			3. SUBTITLE N/A			
4. AUTHORITY (Data Acquisition Document No.) N/A		5. CONTRACT REFERENCE SECTION F			6. REQUIRING OFFICE: WEL		
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY One Time	12. DATE OF FIRST SUBMISSION 37 MONTHS AFTER CONTRACT	14. DISTRIBUTION a. Addressee b. COPIES FINAL D r a f t R e g R e p r o			
8. APP CODE N/A		11. AS OF DATE 36 MONTHS AFTER CONTRACT	13. DATE OF SUBSEQUENT SUBMISSION:				
16. REMARKS When the draft final report is approved for publication, submit camera-ready copy (narrative text plus graphics) w/SF 298, according to the <u>DNA Standards for Report Preparation</u> , along with the corrected report, if the approval had been subject to minor revisions being made, in the number of copies specified in Block 14 to DSWA, ATTN: AMC, 6801 Telegraph Road, Alexandria, VA 22310-3398 for publication. The DSWA supplied draft marked-up copy providing corrections, if applicable must be included with the camera ready copy.				DSWA/AMC		1	
				WEL		1	
				15. TOTAL		2	
G. PREPARED BY: Brian Wilt		H. DATE: 98MAR04		I. APPROVED BY: Scott G. Morton		J. DATE: 98MAR04	

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)					Form Approved OMB No. 0704-0188			
See Section J - List of Attachments for information regarding public reporting burden for this form								
A. CONTRACT LINE ITEM NO. N/A		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>Reports</u>				
D. SYSTEM/ITEM			E. CONTRACT/PR NO. AIC 256		F. CONTRACTOR			
1. DATA ITEM NO. 4	2. TITLE OF DATA ITEM: Cost Performance Report			3. SUBTITLE N/A				
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE SECTION F			REQUIRING OFFICE WEL		
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION EOM + 15 Days after Contract	14. DISTRIBUTION a. Addressee b. COPIES FINAL			
8. APP CODE N/A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION Monthly				
16. REMARKS A brief report of cost expenditures as related to contract technical performance. Submit in accordance with the attached instructions.					DSWA/AM		1	
					WEL		1	
					15. TOTAL		2	
G. PREPARED BY: Brian Wilt		H. DATE: 98MAR04		I. APPROVED BY: Scott G. Morton			J. DATE: 98MAR04	

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)					Form Approved OMB No. 0704-0188			
See Section J - List of Attachments for information regarding public reporting burden for this form								
A. CONTRACT LINE ITEM NO. N/A		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>Reports</u>				
D. SYSTEM/ITEM			E. CONTRACT/PR NO. AIC 256		F. CONTRACTOR			
. DATA ITEM NO. 5	2. TITLE OF DATA ITEMS PSADS Initial Operating Capability			3. SUBTITLE N/A				
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE SECTION F			6. REQUIRING OFFICE: WEL		
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY Once (See Block 16)		12. DATE OF FIRST SUBMISSION 18 MONTHS AFTER CONTRACT	14. DISTRIBUTION a. Addressee b. COPIES FINAL D r a f t R e g R e p r o			
8. APP CODE N/A		11. AS OF DATE 17 MONTHS AFTER CONTRACT		13. DATE OF SUBSEQUENT SUBMISSION:				
16. REMARKS This Data Item will be the CD-ROM electronic version of the Initial Operating Capability of the PSADS computer program. Approximately 15 copies will be required for distribution to agencies performing useability testing.					DSWA/AM		1	
					WEL		1	
					15. TOTAL		2	
G. PREPARED BY: Brian Wilt		H. DATE: 98MAR04		I. APPROVED BY: Scott G. Morton			J. DATE: 98MAR04	

DD FORM 1423-2, JUN 90

Previous editions are obsolete

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)						Form Approved OMB No. 0704-0188				
See Section J - List of Attachments for information regarding public reporting burden for this form										
A. CONTRACT LINE ITEM NO. N/A			B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>Reports</u>					
D. SYSTEM/ITEM			E. CONTRACT/PR NO. AIC 256		F. CONTRACTOR					
1. DATA ITEM NO. 6		2. TITLE OF DATA ITEM: PSADS Final Operating Capability			3. SUBTITLE N/A					
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE SECTION F			REQUIRING OFFICE WEL				
7. DD 250 REQ N/A		9. DIST STATEMENT REQUIRED N/A		10. FREQUENCY Once (See Block 16)		12. DATE OF FIRST SUBMISSION 36 MONTHS AFTER CONTRACT		14. DISTRIBUTION a. Addressee b. COPIES FINAL		
8. APP CODE N/A				11. AS OF DATE 35 MONTHS AFTER CONTRACT		13. DATE OF SUBSEQUENT SUBMISSION Annually				
16. REMARKS This Data Item will be the Final Operating Capability of the PSADS computer program to include: 1) CD-ROM electronic version of the PSADS computer program, 2) Software Users Manual on media approved by the COTR, 3) Software Developers Manual on media approved by the COTR, 4) one copy of all QA/Test Program results, and 5) one copy of any utilities required to maintain/upgrade the PSADS computer program. There will be a limited number (not to exceed three versions at 15 copies each) of Beta test versions required prior to the Final Operating Capability version delivery.						WEL			1	0
						15. TOTAL			1	
G. PREPARED BY: Brian Wilt			H. DATE: 98MAR04		I. APPROVED BY: Scott G. Morton			J. DATE: 98MAR04		

CONTINUATION SHEET

Data Item 0002: Block 16 - Remarks

- a. Submit draft final report with SF 298, prepared according to the DNA Standards for Report Preparation, to DSWA, ATTN: OPSSI, 6801 Telegraph Road, Alexandria, VA 22310-3398 for technical approval and security review in the number of copies specified in Block 14.
- b. If the Government fails to accept the draft or to return it for correction within the allotted 60 days after receipt from the contractor, there will be a day-for-day slip in the contract completion date. This day-for-day slip will result in no consideration to adjustment of the negotiated fixed fee. If draft report is returned for corrective action (revision), resubmit the corrected version of the draft report within 30 days, to include SF 298 and marked-up draft report in the number of copies specified in Block 14 to DSWA, ATTN: OPSSI, 6801 Telegraph Road, Alexandria, VA 22310-3398.
- c. Reports Coding. Reports submitted by the Contractor shall include (on the front cover of technical or scientific reports and in the body of letter-type progress reports) the following:

(i) THIS WORK SPONSORED BY THE DEFENSE SPECIAL WEAPONS AGENCY

RDT&E RMSS CODE: _____

(ii) PREPARED FOR:

DIRECTOR
DEFENSE SPECIAL WEAPONS AGENCY
6801 TELEGRAPH ROAD
ALEXANDRIA, VA 22310-3398

(AGENCY SEAL)

- (iii) For reports co-sponsored by DSWA and other organizations, the cover page shall include Agency seal and titles of DSWA and other sponsoring organizations. For those organizations not sponsoring the project but who are participating in the project, their names and agency seals will appear in smaller print at the bottom of the cover as “participants.” If not specified elsewhere herein, names of both “sponsors” and “participants” shall be obtained from the Contracting Officer’s Technical Representative sufficiently in advance of report preparation dates.
- d. SF 298 Coding. Block 5 of the Report Documentation page, SF 298, dated February 1989, as it may be amended, shall include the following:

DSWA	_____	_____	_____	_____
	PROGRAM ELEMENT	PROJECT	TASK AREA	WORK UNIT

*SPECIAL NOTE: The Contractor shall obtain written authorization from the Contracting Officer or designated representative prior to dissemination of any briefings, news releases, articles, speeches, films, photographs, fact sheets, brochures, advertisements of other information material prepared for public release as a result of work performed or to be performed under this contract, by submitting for clearance and release six copies of the material at least sixty working days in advance of deadline to Director, DSWA, ATTN: OPSSM, 6801 Telegraph Road, Alexandria, VA 22310-3398.

**SPECIAL NOTE: Computer code development (the writing of a new computer program or the enhancement of an existing program to expand its capabilities) even if not explicitly specified in the Tasks of the SOW, shall be accompanied by a report which will be a brief summary in a standard one-page format (DNA Form 46) describing the software, associated machine requirements and development and documentation status of each Computer Code for DSWA to determine the applicability of the Computer program to specific research problems.

Data Item 4: Block 16 - Remarks

COST/PERFORMANCE REPORT

1. Reporting shall be on a quarterly basis, to be submitted as soon as practicable after the Contractor's quarterly fiscal close-out. More frequent or less frequent reporting may be appropriate under circumstances where reporting will cause hardship or disproportionate expenditures in reporting compliance. Contracts which are in excess of \$500,000.00 in cumulative amount, and where duration is in excess of six months, shall be reported.
2. Reports shall be submitted in two copies: one copy to Headquarters, DSWA, Acquisition Management Directorate (AM), 6801 Telegraph Road, Alexandria, VA 22310-3398, and the other copy to the appointed Contracting Officer's Technical Representative (COTR).
3. The purpose of the report is to determine current status of funds expended as this relates to technical progress. These aspects are to be reported as to current reporting period, cumulative-to-date, and projection-to-completion. Additionally, the Contractor will break out costs in one of two ways: either by task and related subtasks (work breakdown structure) or by labor distribution (converted to dollars, and work area distribution of such labor). In either of these forms, the resource expended will be compared to technical progress as of the date of funds expenditure (or labor distribution) reported.
4. OMB Form 22R02, suitably modified may be used for reporting purposes. A suitable modification would be the Contractor's own computer printout which contains the requisite information as indicated below. As a minimum, the report shall contain the following:

COST/PERFORMANCE REPORT

1. CONTRACTOR'S NAME_____ DSWA'S PROJECT MANAGER_____
2. CONTRACTOR'S PERFORMANCE ADDRESS_____ PROJECT MANGER'S OFFICE_____
- _____
REPORTING PERIOD: (Beginning and ending dates)_____
3. CONTRACT NO: DSWA01-_____ DATE OF SUBMISSION:_____
4. TYPE OF CONTRACT:_____
5. PROGRAM NAME, OR SHORT FORM DESIGNATION:_____
- _____
Name, Title and Signature of Submitting Official
-

6. In Columnar format, the minimum data required:

Item description (WBS Element Task, Subtask, etc.)	Current Period					Cumulative to Date					At Completion		
	Budgeted Cost	Work Performed	Actual Cost of Work Performed	Variances		Budgeted Cost		Actual Cost of work performed	Variance		Budgeted	Latest Revised Estimate	Variance
	Work scheduled			Schedule	Cost	Schedule	Performed		Schedule	Cost			
TOTALS:						TOTALS:							

Variation from the above is permitted provided that all information is provided and such information is in a useable and understandable form.

7. Variances shall be footnoted and explained. Particularly important are those variances which indicate gross cost growth potential (10% or more) or gross overfunding (5% or more). Progress that is not in line with prior projections will be explained, as will be variances in budgeted cost areas. Each will require some recovery planning, and description of such, along with revised projection data (both as to cost and technical progress). Reports which simply "parrot" the original schedules and cost budgets will be questioned by recipients.